



Department of Public Safety and Correctional Services

Office of the Secretary

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DPPSCS Q0009004 INMATE CIVIL RIGHTS LITIGATION ASSISTANCE

ADDENDUM #1

September 15, 2008

STATE OF MARYLAND

MARTIN O'MALLEY
GOVERNOR

ANTHONY G. BROWN
LT. GOVERNOR

GARY D. MAYNARD
SECRETARY

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DEPUTY SECRETARY

DIVISION OF CORRECTION

DIVISION OF PAROLE AND
PROBATION

DIVISION OF PRETRIAL
DETENTION AND SERVICES

PATUXENT INSTITUTION

MARYLAND COMMISSION ON
CORRECTIONAL STANDARDS

CORRECTIONAL TRAINING
COMMISSION

POLICE TRAINING
COMMISSION

MARYLAND PAROLE
COMMISSION

CRIMINAL INJURIES
COMPENSATION BOARD

EMERGENCY NUMBER
SYSTEMS BOARD

SUNDRY CLAIMS BOARD

INMATE GRIEVANCE OFFICE

Dear Vendors:

This addendum is being issued to amend and clarify certain information contained in the above named RFP. All information contained herein is binding on all Bidders who respond to this RFP. Specific parts of the RFP have been amended. The following changes/additions are listed below; new language has been underlined and marked in bold (i.e., **word**) and language deleted has been marked with a strikeout (i.e., ~~word~~).

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Section 1 General Information:

1.30 False Statements

Offerors are advised that section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

(a) In connection with a procurement Contract, a person may not willfully:

- Falsify, conceal, or suppress a material fact by any scheme or device;
- Make a false or fraudulent statement or representation of a material fact; or
- Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

(b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

(c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.31 Payments by Electronic Funds Transfers

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form attached as Attachment K. Any request for exemption shall be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form is included as Attachment G and can be downloaded at:

[http://compnet.comp.state.md.us/General Accounting Division/Static Files/gadx-10.pdf](http://compnet.comp.state.md.us/General_Accounting_Division/Static_Files/gadx-10.pdf)

1.32 Prompt Payment to Subcontractors

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, §28 (see Attachment A). Additional information is available on the GOMA website at

http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf

Section 2 Scope of Work:

2.1 Background

Enclosed as an Appendix to this solicitation are reports with information from the incumbent contractor. One report is a statistical summary of the number of cases handled between January 1, 2006 and December 31, 2006 (Attachment G). The second report provides information regarding the incumbent contractor's staffing levels over the course of the current contract (Attachment J **K**). The Agency does not guarantee their accuracy, although the Agency is not aware of any inaccuracies (See Attachments G and J **K**).

2.9.4 Reporting

The Contractor shall maintain all the data that it uses for preparing the REPORT and the REPORT itself in electronic format acceptable to the Agency (**ex. MS-Word, Excel**). The types of records the contractor ~~should~~ **is to** maintain to support the information in the REPORT include, but ~~is~~ **are** not limited to the following: inmate names, the institutions the inmates were housed in, the dates assistance was provided, **the number of hours of assistance provided for each case**, the names ~~of~~ **and job classification** of staff providing assistance, and the final disposition of the cases. **The Contractor is to retain records of the data described above for each case for the duration of the contract, and will furnish this information to the Agency upon request.**

2.12 Conflicts with Contractors Proposal

2.12.1 General

~~(1) In the event of a conflict between the Contractor's Proposal and the rest of this contract, the provisions in the rest of this contract shall prevail, unless the Contractor and the Agency can otherwise agree on a case by case basis.~~

~~(2) In the event of a conflict among the documents in the Contractor's Proposal, the document with the latest date shall prevail, unless the Contractor and the Agency can otherwise agree on a case by case basis.~~

2.12.2 Agreements

~~The Contractor and the Agency can agree to another arrangement when all of the following conditions are met:~~

~~(1) If the changes are in the best interest of the Agency.~~

~~(2) The changes do not increase the cost of the services to the Agency.~~

~~(3) The changes do not result in identifiable savings to the Contractor.~~

~~(4) The changes are stated in writing.~~

~~(5) All parties sign the written statement of changes.~~

2.12.3 Agreements Status

~~Such changes as are permitted under this Section shall not be considered modifications for the purposes of Section 2.3 of Attachment A the contract; however, these changes shall be contractually binding on both the Agency and the Contractor. To make a change in the Scope of Work that requires that the Agency pay more for the same amount of service or pay the same for less Service will require that a formal contract modification be executed under Section 2.3 of Attachment A the contract.~~

2.13 Minimum Qualifications

~~The individual attorney serving as Chief Attorney and any other attorneys providing services under the Contract must be currently admitted to practice before, and be an active member of the Maryland Bar in good standing with the Maryland Court of Appeals. Chief Attorney should have a minimum of 5 years legal experience~~

2.15 Living Wage Requirements

~~2.15~~ 1.29

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment ~~I~~ **J**) entitled Living Wage Requirements for Service Contracts). If the Offeror fails to submit and complete the Living Wage Affidavit of Agreement (See Attachment K), the State may determine an Offeror to be not responsible. Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.30 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.50 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit

responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been deemed to be a Tier 1 contract **or a Tier 2 contract depending on the location (s) from which the Contractor provides 50% or more of the services. If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract. If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract. If the Contractor provides more than 50% of the services from an out-of-State location, then the contract will be deemed to be a Tier 1 contract. The Offeror must identify in their Offer the location(s) from which services will be provided.**

~~The Maryland Department of Labor, Licensing, and Regulation is responsible for establishing the wage rates and ensuring compliance with the laws. General Information on the Living Wage Law is pertaining to reporting obligations may be found available on the by going to the DLLR website: <http://www.dllr.state.md.us/> Richard Avallone, program manager of the Employment Standards Unit, may be reached at (410) 767-2358 or ravallone@dllr.state.md.us. Questions regarding the application of the Living Wage Law relating to a particular procurement should be directed to the procurement officer named in the solicitation. General procurement questions may be directed to the Board of Public Works at (410) 260-7335 (local) or toll free number (877) 591-7320. and clicking on Living Wage~~

Attachments:

Attachment A

28. Prompt Payment Requirements and MBE Compliance

28.1. If a Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions: (a) Not process further payments to the Contractor until payment to the subcontractor is verified (b) Suspend all or some of the contract work without affecting the completion date(s) for the contract work; (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due; (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or (e) Take other or further actions as appropriate to resolve the withheld payment.

28.2. An “undisputed amount” means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation, (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

28.3. An act, failure to act, or decision of a procurement officer or a representative of the Department, concerning a withheld payment between a Contractor and subcontractor under this provision, may not: (a) Affect the rights of the contracting parties under any other provision of law; (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or (c) Result in liability against or prejudice the rights of the Department.

28.4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

28.5. To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures: (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. (b) This verification may include, as appropriate: i. Inspecting any relevant records of the Contractor; ii. Inspecting the jobsite; and iii. Interviewing subcontractors and workers. iv. Verification shall include a review of: a. The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and b. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid. (c) If the Department determines that a Contractor is in noncompliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule. (d) If the Department determines that a Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may: i. Terminate the contract; ii. Refer the matter to the Office of the Attorney General for appropriate action; or iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts. (e) Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Attachment H Electronic Funds Transfer Registration Request Form

State of Maryland
Comptroller of Maryland

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

Business identification information (Address to be used in case of default to check):

Business/Individual name

Address line 1

Address line 2

City _____ State _____ Zip code

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Taxpayer identification number:

Federal Employer Identification Number:

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(or) Social Security Number:

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Business contact name, title, e-mail and phone number including area code. (And address if different from above):

Financial institution information:

Name and address

Contact name, phone number (include area code)

ABA number

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Account number

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 Checking

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 Money Market

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 Savings

Account type

Format Desired: _____ CCD+ _____ CTX* _____ EDI* (Check one.)

***Note – There may be a charge to you by your bank with this format. You must contact your bank to receive this format.**

A VOIDED CHECK from the bank account must be attached or letter from the bank confirming the account number.

COT/GAD X-10

Remember, the bid due date is **Monday, October 2, 2008 and must be received no later than 11:00 AM.**

Date Issued: September 15, 2008 By: Bobby Johnson.

Bobby Johnson
Procurement Officer